

TOWNSEND AND TOWNSEND AND CREW LLP  
GREGORY S. GILCHRIST (Bar # 111536)  
GIA L. CINCONI (Bar # 141668)  
Two Embarcadero Center, 8th Floor  
San Francisco, California 94111  
Telephone: (415) 576-0200  
Facsimile: (415) 576-0300  
Email: gsgilchrist@townsend.com, glcinconi@townsend.com

Attorneys for Plaintiff  
LEVI STRAUSS & CO.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

LEVI STRAUSS & CO.,

Plaintiff,

v.

JEANS CITY USA, INC.,

Defendant.

Case No. C 08-01639 WHA

**STIPULATION TO FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION**

Plaintiff Levi Strauss & Co. and Defendant Jeans City USA, Inc. hereby stipulate to the facts and conclusions contained in the attached Final Judgment and Permanent Injunction and consent to its entry by the court.

IT IS SO STIPULATED AND CONSENTED.

DATED: July 16, 2009

TOWNSEND AND TOWNSEND AND CREW LLP

By: /s/ Gia L. Cincone

Gia L. Cincone

Attorneys for Plaintiff Levi Strauss & Co.

DATED: July 16, 2009

K&L GATES LLP

By: /s/ Rachel R. Davidson

Rachel R. Davidson

Attorneys for Defendant Jeans City USA, Inc.

1  
2  
3  
4  
5  
6  
7  
8 UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
10

11 LEVI STRAUSS & CO.,

12 Plaintiff,

13 v.

14 JEANS CITY USA, INC.,

15 Defendant.  
16

Case No. C 08-01639 WHA

**FINAL JUDGMENT UPON  
CONSENT AND PERMANENT  
INJUNCTION**

17 Plaintiff Levi Strauss & Co. ("LS&CO.") has filed a Complaint alleging trademark  
18 infringement, dilution, and unfair competition under federal and California law against defendant  
19 Jeans City USA, Inc. ("Jeans City"). LS&CO. alleges that Jeans City has manufactured, promoted,  
20 and sold clothing, including denim jeans, that violates LS&CO.'s rights in its registered Arcuate  
21 Stitching Design Trademark (the "Arcuate trademark") and its registered Tab Device Trademark (the  
22 "Tab trademark"). Jeans City denies all of these allegations and consents to entry of judgment to  
23 resolve this matter expeditiously.

24 The Court now enters final judgment based upon the following undisputed facts. Each party  
25 has waived the right to appeal from this final judgment and each party will bear its own fees and costs  
26 in connection with this action.  
27  
28

**I. STIPULATED FACTS AND CONCLUSIONS**

A. This Court has subject matter jurisdiction over this lawsuit and personal jurisdiction over Jeans City. Venue is proper in this Court.

B. LS&CO. owns the Arcuate trademark, which is a valid and famous trademark of LS&CO. and which is registered as follows for use on a variety of casual apparel:

a. U.S. Registration No. 1,139,254 (first used as early as 1873; registered September 2, 1980);

b. U.S. Registration No. 404,248 (first used as early as 1873; registered November 16, 1943).

These registrations have become incontestable under the provisions of 15 U.S.C. § 1065.

c. U.S. Registration No. 2,794,649 (first used as early as 1873; registered December 16, 2003); and

d. California Registration No. 088399 (first used as early as 1873; registered August 24, 1988).

C. LS&CO. owns the Tab trademark, which is a valid and famous trademark of LS&CO. and which is registered as follows for use on a variety of casual apparel:

a. Registration No. 356,701 (first used as early as September 1, 1936; registered May 10, 1938);

b. Registration No. 516,561 (first used as early as September 1, 1936; registered October 18, 1949);

c. Registration No. 577,490 (first used as early as September 1, 1936; registered July 21, 1953);

d. Registration No. 774,625 (first used as early as May 22, 1963; registered August 4, 1964);

e. Registration No. 775,412 (first used as early as October 9, 1957; registered August 18, 1964); and

f. Registration No. 1,157,769 (first used as early as September 1, 1936; registered June 16, 1961).

1 These registrations have become incontestable under the provisions of 15 U.S.C. § 1065.

2 D. Jeans City has manufactured, distributed, and sold jeans that display the stitching  
3 designs illustrated in Exhibit A (the "Jeans City designs") and the pocket tabs illustrated in Exhibit B  
4 (the "Jeans City tabs").

## 5 **II. ORDER**

6 It is hereby ordered and adjudged as follows:

7 1. Commencing as of the "So Ordered" date of this Final Judgment and Permanent  
8 Injunction, Jeans City, its principals, agents, employees, officers, directors, servants, successors, and  
9 assigns, and all persons acting in concert or participating with it or under its control who receive actual  
10 notice of this Order, are hereby permanently enjoined and restrained, directly or indirectly, from  
11 doing, authorizing or procuring any persons to do any of the following:

12 a. Manufacturing, licensing, selling, offering for sale, distributing, importing,  
13 exporting, advertising, promoting, or displaying any products that display any of the Jeans City  
14 designs or Jeans City tabs, or any other stitching design or tab that is substantially similar to the Jeans  
15 City designs or Jeans City tabs; and

16 b. Assisting, aiding or abetting any person or entity engaging in or performing any  
17 act prohibited by this paragraph.

18 2. Jeans City shall pay to LS&CO. the sum of \$4,000.00 within 14 calendar days from the  
19 date of entry of this Judgment. If this amount is not timely paid, interest of 7% per annum will run on  
20 the unpaid balance from the date of entry of this Judgment. A check payable to Levi Strauss & CO.  
21 shall be sent to Townsend and Townsend and Crew LLP addressed as follows:

22 Gia L. Cincone, Esq.  
23 TOWNSEND AND TOWNSEND AND CREW LLP  
24 Two Embarcadero Center, 8th Floor  
San Francisco, CA 94111

25 3. In the event that Jeans City violates the terms of this Judgment by making, selling or  
26 offering for sale garments displaying any of the Jeans City designs or Jeans City tabs after the  
27 execution of this Judgment, it shall pay to LS&CO. liquidated damages of (a) 14% of the sales  
28 revenue received by Jeans City at any time on account of such garments, or (b) \$7,500, whichever is

greater, and judgment shall be entered against Jeans City for that amount. Jeans City specifically acknowledges that this is a reasonable estimate of the damages to which LS&CO. would be entitled by virtue of Jeans City's sales of such garments and the costs LS&CO. has incurred in enforcing its rights. Such liquidated damages shall be in addition to any further damages or equitable relief to which LS&CO. may be entitled with respect to future sales by Jeans City that violate LS&CO.'s trademark rights, but any payments made by Jeans City pursuant to this paragraph shall be deemed a credit against any potential award of damages under this paragraph.

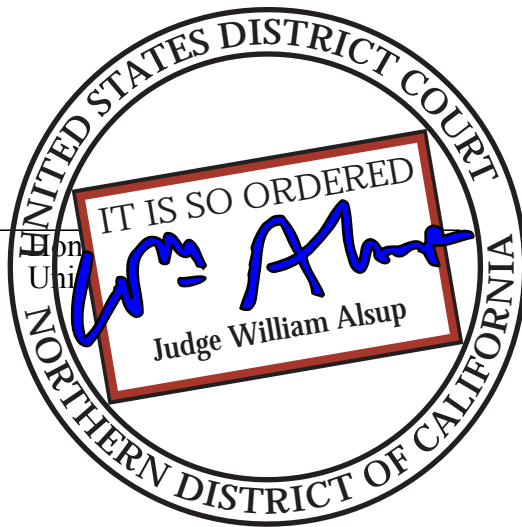
4. This Court shall retain jurisdiction for the purpose of making any further orders necessary or proper for the construction or modification of this Judgment, the enforcement thereof, and/or the punishment for any violations thereof. If LS&CO. commences an action for enforcement of this Judgment, the prevailing party shall be awarded reasonable attorneys' fees and costs from the other party.

5. For the purpose of any future proceeding to enforce the terms of this Judgment, service by mail upon a party or their counsel of record at their last known address shall be deemed adequate notice for each party.

**The Court shall retain jurisdiction for 1 year.**

IT IS SO ORDERED AND ADJUDGED.

DATED: July 28, 2009



61654573 v1

## **EXHIBIT A**



Exhibit A-1



**Exhibit A-2**

## **EXHIBIT B**



Exhibit B-1



Exhibit B-2



Exhibit B-3



**Exhibit B-4**